LAST CHANCE AGREEMENT

This Last Chance Agreement ("Agreement") is being entered into by Marion Police Officer Tyson Baker ("Baker"), the Fraternal Order of Police Union ("Union") and the City of Marion ("City") for the purpose of preserving an employment relationship that otherwise would have terminated.

The undersigned parties agree and acknowledge the following:

1. On or about December 28, 2023 to present, you violated one or more City policies and were afforded your contractual rights regarding the disciplinary process outlined in the CBA with a meeting to discuss the matter on April 18, 2024.

2. In light of the evidence presented it has been determined that Officer Baker has engaged in conduct and actions that warrant discharge, the Union, City and Baker have agreed to grant Baker a last chance to improve his performance.

3. Even though Baker's performance has been sub-standard and normally would provide just cause for discharge under the CBA, Baker will be granted a last chance to prove himself a valued employee and improve his performance based upon the following conditions:

    a. (2) year probation with the understanding Baker can be terminated immediately for any severe infraction or violation of the City policies; and
    b. (2) week unpaid suspension; and
    c. Restitution by means of debiting accrued time from your compensatory time and vacation time in an amount equal to the hours determined to be inaccurately claimed as worked. (57.65 hours)

4. The City will allow Baker to continue to work for the City on a "last chance" basis whereunder he must comply with the terms and conditions list above and comply will all departmental rules and regulations and the CBA.

5. Baker's failure to satisfy the conditions for any reason whatsoever in the following (24) months following the signing of this document, warrants his immediate discharge. The City will have the right to discharge Baker for cause and no prior warning will be required.

6. Following Baker's discharge, Baker and the Union may use the grievance and arbitration process only to challenge the City's determination that a violation of the terms and conditions of this agreement have been violated. Neither Baker or the Union may use the grievance and arbitration procedures contained in the CBA to appeal the discharge on any other ground, including protests that the discharge is not an appropriate penalty.

7. If an arbitrator is called upon to decide whether or not Baker failed to satisfy any of the conditions contained in the agreement, the arbitrator may not make any other finding.
8. The City's decision not to exercise its right to discharge Baker immediately upon learning of his failure to satisfy any of the Agreement's conditions does not constitute a waiver of that right.
9. This Agreement is without prejudice or precedential value and shall not be referred to in any other grievance or arbitration case or matter. The City does not waive its right to administer greater disciplinary action for infractions similar to those committed in this case.
10. By signing this agreement Baker further acknowledges that he has had an opportunity to ask his Union representative questions about the Agreement, enters it voluntarily and that he considers the Agreement to be in his best interest in exchange for not being discharged.
11. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Dated: 5-15-24

Mayor Mike Absher,
On behalf of the City

David Fields, FOP Representative

David Fitts, Chief of Police

Tyson Baker, Employee